

Antioch Baptist Church
Historical and Archival Committee
Policy Guidelines

September, 2016

Introduction

The Antioch Historical and Archival Committee (HAC) is a standing committee with the Mission of collecting, indexing and preserving resources of the Antioch church and the San Jose, California community. Access to the materials is provided under conditions that ensure preservation maintenance of physical integrity, theft, prevent loss and that are in compliance with requirements that respect confidentiality, privacy, copyright and any other specific legal conditions. The policies that are in effect govern access to all materials housed in the Antioch Historical Archives.

The resources in the HAC are not online and they reflect different formats. In-person visits to the Antioch archives are encouraged. Please refer to the archives usage policy for further and specific instructions.

The Antioch archives does not have staff available to conduct in-depth research. However, if you are unable to visit the archives in person, a member of the HAC may be able to select and copy materials for you.

Your request must be specific. Fees for this service and for copying of materials apply. Please review and sign our Research Policy Form and complete a request for copies. Materials for the Antioch Historical archives may be reproduced for personal, scholarly research via photocopying or scanning to the extent that the physical condition of the materials and legal instructions permit, and the reproduction is in compliance with the requirements that respect confidentiality, privacy, copyright, and any other specific legal conditions. Please refer to the Reproduction policy for review and assistance.

For use of materials from the Antioch Baptist Church archives in a publication, film, or for commercial use, permission must be secured from the Church at a regularly scheduled Church Business meeting and Permission to Publish Form must be completed approved, signed and an in-person meeting and presentation at a regularly scheduled church business meeting.

Fees for photocopying apply for all types of use. For research purposes only, please see the fee schedule for research. For reproduction in a publication complete the Research Policy Form. For reproduction in a publication (print or digital) please see the fee schedule for publication. For more information about the Antioch Archives or to schedule an appointment please contact the Antioch Church Secretary and (408) 295-0066 or www.abcsj.org and schedule a mutually agreed appointment with members of the HAC.

Antioch Baptist Church
Historical and Archival Committee

Access and Usage Policies

The Antioch Historical and Archival Committee (HAC) was established in 1995 to preserve, catalog and protect the historical culture that is the irreplaceable one hundred twenty-five history of a Baptist church with rich traditions and a proud heritage.

On-Site Access

Access is by appointment only. The days of availability are Monday and Tuesday from 12:00 noon – 3:00 pm. Exceptions can be made at the discretion of the HAC. The steps for access include the following:

1. Confirm your appointment with the Antioch Church Secretary and members of the HAC.
2. Upon arrival, you will be directed to the location for review based upon your request.
3. All personal items including bags, phones, and electronic materials must remain with the church secretary.
4. All patrons should bring paper, pencils, and (no pens) and prepare to wear gloves that will be provided for research use.
5. Food and beverages are not permitted inside the archives or at the research table. A reminder, Antioch Baptist Church is a smoke-free environment.
6. All patrons, church members are not permitted inside the archives except to look inside and be reminded that all retrieval of materials will be brought to the research table by members of the HAC.
7. Only one document may be viewed at a time and all documents must remain in their original folders, boxes, envelopes, etc.,
8. HAC members will provide instructions on how to prepare items for photocopying.
9. Under no circumstances are archival materials available for circulation.
10. Unless permitted by the HAC, the photocopying of materials by individuals is prohibited.
11. A request for copies must be completed by the patron prior to review of the archives.

Photocopying on-site and off-site

The HAC representatives will make photocopies of selected materials upon completion of the research appointment with time permitting. If time does not permit, the HAC will photocopy selected materials as soon as possible and provide the copies/and/or scans to the patron in the preferred delivery manner.

1. On-site pickup at a later date to be arranged with the church secretary.
2. United States Postal Service mail.
3. Facsimile
4. Electronic mail
5. Online Services

Fees

All fees for photocopies and scans must be paid at the time of delivery if provided in person or paid in advance.

Off-Site Access

The collections at the Antioch Baptist Church contain records of the establishment of the church with its founding in 1893. There are photographs, meeting records, organization that have affiliated with the church, programs, documents that reflect the African Americans in the San Jose community from the nineteenth to the twenty-first centuries.

Please click on the links on the church website: [www.abcsj.org /archives](http://www.abcsj.org/archives) for more information about using the Antioch Baptist Church archives collections to conduct research, request forms for photocopies and visual materials.

A reminder is that the small size of members of the HAC, replies to correspondence are limited to information regarding the holdings and advice.

Appendices

1. Research Request Form and Fee Schedule
2. Reproduction and Publication Request Form and Fee Schedule
3. Publication Request Form, Fee Schedule and All Church-Meeting Request

Antioch Baptist Church Historical and Archival Committee

Research Request Form

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The patron must sign the Research Request, Statement of Intended Use below and complete a separate Request for copies. Only materials held by the Antioch Church archives will be searched. There is no guarantee that the information you are seeking will be discovered; research may yield little or nothing. Fees for this service apply regardless of the outcome and must be paid in advance. Fees for copying apply. If a rush job, additional fees will be charged. Every effort will be made to process your request as soon as possible; however, please allow 2-4 weeks for completion.

Patrons must comply with the requirements that respect confidentiality, privacy, copyright and any other specific legal conditions.

I understand and agree to these terms and conditions

Signature: _____

Name (print): _____

Date: _____

Antioch Baptist Church Historical and Archival Committee

Statement of Intended Use Form

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Patrons must comply with the requirements that respect confidentiality, privacy, copyright and any other specific legal conditions.

I understand and agree to these terms and conditions

Signature: _____

Name (print): _____

Date: _____

Address: _____ City: _____ State: _____

Email: _____ Cell Phone: _____ Telephone: _____

Requesting Organization/ Individual/Representative: _____

Topic: _____

Antioch Baptist Church Historical and Archival Committee
Reproduction, Publication and Nondisclosure Policy

Materials in any format from the Antioch Baptist Church Archives may be reproduced to the extent that the physical condition of the materials and legal restrictions permit, and that the reproduction is in compliance with the requirements that respect confidentiality, privacy, copyright and any other specific legal conditions. Reproduction is available in the form of photocopies and digital scans. All request must be approved by the Antioch Historical and Archival Committee

All reproduction requests require the completion and signature on this form. Reproduction may be refused in cases of donor restrictions, copyright law violation, or physical condition of the material. The Antioch Historical and Archival Committee reserves the right to limit the quantity of materials to be reproduced. Additional conditions as stated in the Permission to Publish use be adhered to.

BASIC NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between _____ with its principal offices at _____, ("[Disclosing Party](#)") and _____, located at _____ ("[Receiving Party](#)") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. [Definition of Confidential Information.](#) For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. [Exclusions from Confidential Information.](#) Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. [Obligations of Receiving Party](#). Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. [Time Periods](#). The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. [Relationships](#). Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. [Severability](#). If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. [Integration](#). This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. [Waiver](#). The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

[9. Notice of Immunity \[OPTIONAL\]](#)

Employee is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret

information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has [signed](#) this Agreement through its authorized representative.

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____

Antioch Baptist Church Historical and Archival Committee

Statement of Intended Use

Please check the appropriate space:

____Reproduction of materials is solely for personal or scholarly use is not intended for commercial publication, exhibition, or other commercial use. Be specific in your request.

____Reproduction of materials is intended for one time use in a publication (print or digital), video recording (television, CD, DVD, websites, other multimedia formats) exhibit or display, or for other commercial purpose. Be specific in your request.

_____ Specific materials that I (We) wish to do research in the Antioch Church Archives:

- 1. _____
2. _____
3. _____
4. _____
5. _____

I understand and agree to these terms and conditions

Signature: _____

Name (print): _____

Date: _____

Address: _____ City: _____ State: _____

Email: _____ Cell Phone: _____ Telephone: _____

Requesting Organization/ Individual/Representative: _____

Topic: _____

Provide a copy of manuscript(s), video recording (television, CD, DVD, websites, or other multimedia formats, exhibit photographs or displays within 12 months of the date of this agreement to the Antioch Baptist Church Historical and Archival Committee.

Signature: _____

Name (print): _____

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Object/Photographic Reproduction & Research Fee Schedule

Scanning Fees (per image)*

Scanning (up to 8 x 10) @ 300 dpi	\$ 15.00
Scanning (up to 8 x 10) @ 600 dpi	\$ 25.00
Slides and negatives (up to 8 x 10) @ 300 dpi	\$ 15.00
Slides and negatives (up to 8 x 10) @ 600 dpi	\$ 25.00
CD Burn	\$ 20.00
Personal Flash Drive \$1.50 per page	

After ten (10) images, the total scanning and/r reproduction fee will be reduced by 10%.

Reproduction/Publication Fees per object/image

Print Publication Fees (Interior) @ \$.50 per page
Print Publication Fees (Exterior) @ \$1.00 per page

Publication Display Fees	\$ 500.00
Exhibitor Fees	\$ 500.00
Commercial Use Fees	\$ 500.00
Merchandise Fees	TBD
Broadcast Image Fees (For use in video, television, DVD, and other multimedia formats)	
Personal Use Fees	\$ 100.00

After ten (10) images, the total scanning and/or reproduction fee will be reduced by 10%.